Insurance Terms and Conditions

#MOR – 009/25 (Motor Retail, #9 Standard Wording 2025)

Main Provisions of the Agreement

Main Provisions of the Agreement provide incomplete information about the Insurance Terms and Conditions and a list of all documents and appendices that make up the Insurance Agreement or part of it, in particular:

- **Insurance Terms and Conditions;**
- **Insurance Policy;**
- **Application;**

Detailed information about insurance is provided in the Insurance Terms and Conditions, as well as in the Insurance Policy issued by the Insurer, taking into account the data specified in the Application.

Details of the Agreement can be found on the official website of the Insurer: www.alpha.ge/insurancecontracts

By signing below, the Insured acknowledges that he has read, understands, and agrees to the above provisions.

1. **Insurer**- JSC "Insurance Company Alpha" (identification number: 204568896)
   Address: #16 Al. Kazbegi Ave., Tbilisi; hotline/phone: (+99532) 2 640 640;

2. **Type (name) of Insurance Agreement**- CASCO Insurance, Motor Personal Accident Insurance and Motor Third Party Liability Insurance (a specific list of what type of insurance is valid is specified in the Insurance Policy);

3. **Insured Risks and Coverages**

Motor insurance contains three sections:

A. **CASCO Insurance** – the Insurer shall indemnify for both total and partial damage to the Vehicle, less the deductible amount chosen by the Insured and specified in the Insurance Policy. CASCO Insurance covers damage to/destruction of the Vehicle (including OEM details, mirrors, devices and accessories that are an integral part of it) occurred during the Insurance Period as a result of the following Risks Insured:

1. Road Accident (Accident);
2. Fire, explosion, lightning strike;
3. Falling objects;
4. Theft (including any integral external parts of the vehicle), robbery, burglary, vandalism;
5. Natural disasters, including hail;

B. **Motor Third Party Liability Insurance** - the Insurer shall indemnify for damage caused to the life, health or property of a Third Party while driving an Insured Vehicle, for which the Insured is responsible;

C. **Motor Personal Accident Insurance** - the Insurer shall indemnify for damage caused to the health of the driver and passengers of the Insured Vehicle as a result of a Road Accident.

Specific insurance coverage and limits are specified in the Insurance Policy.

4. **Insurance Coverage Areas**

For sections A and C- coverage area includes the territory of Georgia (except for the occupied territories), Armenia, Azerbaijan and Turkey, unless otherwise provided for in Insurance Policy.
For section B - the insurance coverage is valid only on the territory of Georgia (except for the occupied territories).

5. **Insurance Payment (Insurance Premium):**

To purchase insurance, the Insured shall pay the Insurance Premium in accordance with the schedule chosen by him and agreed upon with the Insurer, as stated in the Insurance Policy.

6. **Non-refundable minimum (deductible):**

Financial contribution of the Insured determined by the amount of the deductible, the amount of which is chosen by the Insured and indicated in the Policy. The deductible amount (if any) specified in the Insurance Policy will be deducted from the amount of each and every loss.

7. **How is Insurance Policy activated?**

Insurance Policy is activated at 24:00 of the first day of Insurance Period (unless otherwise specified in the Policy) on condition that the first or single installment of Insurance Premium is paid in full. The exact insurance period is specified in the Insurance Policy;
Note: The Insurer shall be released from its obligation until a single premium payment or first premium payment is made under the Insurance Policy (including from the obligation to pay in the event of an Insured Event).

8. **Insured Sum and Basis for Compensation**

8.1. **During the Insurance Period, the maximum amount of indemnity shall be determined by the Sum Insured specified in the Insurance Policy (depending on the section selected by the Insured and the limit/sub-limit specified in the Agreement/Policy). If the Sum Insured at the time of the Insured Event is less than the actual Market Value of the Vehicle, Average Clause shall apply - detailed information is given in Section I, Article 2.4 of the Insurance Terms and Conditions.**

8.2. **Payment details are given in:**

8.2.1. **Section I, Article 2 of the Terms and Conditions;**

8.2.2. **Section II, Article 2 of the Terms and Conditions;**

8.2.3. Section III, Article 2 of the Terms and Conditions;
8.2.4. Section IV, Article 4 of the Terms and Conditions;

9. In how many days will the damage be compensated?

The Insurance Indemnity shall be paid no later than five 5 working days after the signature of the written agreement on the amount of damage (Claims Settlement Act) by the Insurer and the Insured.

10. Obligations of the Insured upon the occurrence of an Insured Event

10.1. In case of the Insured Event, the Insured shall:

10.1.1. not move the Vehicle from the scene of the accident (unless otherwise agreed with the Insurer or law enforcement authorities);

10.1.2. immediately notify the JSC “Insurance Company Alpha” (information service hotline +995 32 2 640 640) of the occurrence of the Insured Event/Road Accident;

10.1.3. immediately report the accident to the Patrol Police (except where only windshield is damaged as a result of an Insured Event or the Insured Event is caused by a natural disaster);

10.1.4. not to assume any responsibility related to a Road Accident and not make any promises of indemnification without a written consent of the Insurer.

10.1.5. A detailed description of the actions to be taken by the Insured upon the occurrence of an Insured Event is specified in Section IV, Articles 2 and 4 of the Insurance Terms and Conditions;

11. Obligation to provide information and effects of failure to provide/providing inaccurate information

11.1. The Insured shall inform the Insurer about any circumstances known to him that may be essential to the occurrence of a hazard or an insured event. Significant are the circumstances that may affect the decision of the Insurer to refuse the agreement;

11.2. The information provided by the Insured to the Insurer must be complete, unambiguous and accurate. The Insurer is guided by the information provided by the Insured (including the information specified in the Application), and the Insured is fully responsible for the consequences caused by the provision of incorrect/incomplete information;

11.3. If the Insured provides the Insurer with false/inaccurate information, the Insurer reserves the right not to compensate for damages/losses, as well as to terminate the Insurance Agreement concluded between the parties at any time, in which case the Insured shall be liable in accordance with the current legislation of Georgia;

11.4. The Insured shall inform the Insurer about all insurance contracts concluded with other insurance companies in relation to the Vehicle (double insurance). Otherwise, the Insurer shall be exempt from paying the Insurance Indemnity.

12. Grounds and Procedure for Termination of Insurance and Consequences of Termination/Withdrawal from the Agreement

12.1. This insurance shall be terminated:

12.1.1. if the Vehicle no longer exists;

12.1.2. If the limit of indemnity determined by the Sum Insured runs out (this applies to a specific insurance coverage);

12.1.3. If the limit of indemnity determined by the Sum Insured runs out (this applies to a specific insurance coverage);

12.1.4. if the time period specified in the Insurance Policy expires;

12.1.5. at any time, on the initiative of the Insurer or the Insured by giving a ten (10) day written notice to the other party;

12.1.6. at any time, on the initiative of the Insurer or the Insured by giving a ten (10) day written notice to the other party;

12.1.7. immediately upon alienation of the Vehicle, unless otherwise agreed with the Insurer;

12.1.8. in other case provided for in this Agreement;

12.1.9. in cases determined by the current legislation of Georgia;

12.2. Effects of termination:

12.2.1. Upon termination of the Insurance, if no claims have been reported during the policy period, the Insured shall pay the Earned Insurance Premium in full, unless the insurance is terminated on the initiative of the Insurer due to breach of obligations by the Insurer;

12.2.2. Upon termination of the insurance, if at least one Insured Event occurs during the Insurance Period, and the total amount of insurance indemnity(ies) paid does not exceed 50% of the premium earned, the Insured is obliged to pay the earned insurance premium in full, as well as 20% of the unearned insurance premium. If the total amount of insurance indemnity(ies) paid exceeds 50% of the premium earned, the Insured is obliged to pay the Insurance Premium provided for by the Insurance Policy in full (both earned and unearned), unless the insurance is terminated on the initiative of the Insurer and the specified initiative of the Insurer is not caused by the failure of the Insured to fulfill its obligations; The Insured is obliged to pay the fee provided for in this paragraph immediately after termination of insurance, without any additional notice from the Insurer.

12.2.3. If the Agreement is terminated on the initiative of the Insurer (unless the insurance is terminated due to breach of obligations by the Insured), the Insured is obliged to pay only the Earned Insurance Premium in full;

12.2.4. If the insurance is terminated on the initiative of the Insurer due to the breach of the obligations by the Insured, the Insured is obliged to:

12.2.4.1. If no claims have been reported during the policy period, pay the Earned Insurance Premium in full;

12.2.4.2. If at least one Insured Event occurs during the Insurance Period, pay the Insurance Premium in full (both earned and unearned);

12.3. If the Insured fails to pay the scheduled premium for more than fourteen (14) days, the Insurer shall suspend the insurance services, and if the breach is not cured within the thirty (30) day period, the Insurer shall have the right to terminate the Insurance Agreement without any prior notice, in which case the conditions provided for in Paragraphs 11.2.1. and 11.2.2. of this Article shall apply. If the debt is paid before the termination of the Insurance Agreement, the Agreement shall remain valid after 12 hours from the moment of payment until the end of the Insurance Period,

12.4. Within fourteen (14) calendar days from the date of signing the Agreement, the Insured shall have the right to withdraw from the Agreement without specifying any grounds, without any fine or penalty, while the benefits received on the basis of the same Agreement (Insurance Premium, Insurance Indemnity) shall be returned to the parties.

12.5. Paragraph 12.4 shall not apply:

a) to services whose cost does not exceed GEL 30;
b) if the term of the Agreement is less than the term of the right of withdrawal;
c) to the Insurance Agreement related to the basic agreement, if the basic agreement includes no right of withdrawal;
d) to the Insurance Agreement, the price of which depends on changes in the financial market that are beyond the control of the Insurer and that may occur during the period of exercise of the right of withdrawal;
e) if the Insured /Policyholder, prior to the expiration of the right of withdrawal, directly and clearly demanded, taking into account the terms and conditions of the insurance agreement, for services, and the Insurer provided information that, having received the relevant service, he loses the right to withdraw.

12.6. In the cases provided for in Clause 12.5, the Insured is not entitled to withdraw from the Agreement.

12.7. The application for withdrawal from the Agreement shall be submitted to the address of the Insurer: #16 Al. Kazbegi Avenue, Tbilisi or email address info@alpha.ge.

Detailed information about termination and effects are set out in Article 11 of the Main Provisions.

13. Complaints from the Insured shall be accepted, reviewed and resolved in accordance with the "Customer Complaint Handling Procedure" posted on the official website of the Insurer: www.alpha.ge. The claim shall be submitted to the Quality Management and Customer Complaint Handling Service of the Insurer:

13.1. Concern /complaint in written (tangible) form shall be submitted in the form of complaint letter, or in the form of other non-standard statement to the Insurer at the following address: # 16 Al. Kazbegi Ave., Tbilisi. The Insurer is obliged to give a response no later than thirty (30) calendar days from the date of receipt of such concern /complaint;

13.2. Concern /complaint in written (electronic) form shall be sent in electronic form of complaint letter, or in in electronic form of the other non-standard statement to the following email address: ask@alpha.ge. The Insurer is obliged to give a response no later than thirty (30) calendar days from the date of receipt of such concern /complaint;

13.3. Customers may raise concerns and complaints over phone: +995 322 640 640; The Insurer shall respond immediately, as far as possible, and if the issue requires in-depth analysis, a review and response shall be provided no later than thirty (30) calendar days from the date of receipt of such concern /complaint;

The responses shall be returned via the same communication channel, unless otherwise agreed by the parties;

14. What is not covered?

14.1. **The Insurer shall not indemnify for exceptional cases specified in the following articles of the Insurance Terms and Conditions:**

14.1.1. **Section I, Article 3 (CASCO Insurance Exclusions);**

14.1.2. **Section II, Article 3 (Motor Third Party Liability (MTPL) Insurance Exclusions);**

14.1.3. **Section III, Article 3 (Motor Personal Accident (MPA) Insurance Exclusions);**

14.1.4. **Section IV, Article 1 (General Exclusions);**

14.2. **In addition to the Exclusions, losses shall not be covered in the following cases:**

14.2.1. **Losses occurred until full payment of the first premium installment shall not be covered;**

14.2.2. **If the Insured fails to pay the scheduled premium for more than fourteen (14) days, the Insurer shall suspend the insurance services, and the Insured Event that occurred during this period shall not be covered;**

14.2.3. **The Insurer shall be exempt from paying the Insurance Indemnity, if the Insurer has not been notified of double insurance in writing.**

14.2.4. **intentional act or gross negligence by the Insured;**

14.2.5. **other cases, stipulated by the Insurance Terms and Conditions and/or the current legislation of Georgia;**

Circumstances excluding indemnification are also provided for by the current legislation of Georgia.

15. Communication and exchange of information between the parties, amendments to the Agreement

15.1. The Parties agree that all notices and other communications provided for or permitted hereunder shall be given by e-mail/ mobile phone or delivered to the official address.

15.2. Any and all amendments and additions to this Agreement shall be made in accordance with the written agreement signed by the parties (in case of electronic communication/mobile phone, against the return confirmation of receipt returned by email/mobile phone), which shall come into force on the date of the last signature/confirmation by the parties or on the date specified in the document on amendment/confirmation, whichever is later.

16. Personal Data Processing and Protection:

Please note that contents of outgoing/ incoming calls are recorded to protect the rights of clients and improve the quality of our service.

Your personal data will be processed for the purposes specified in the Insurance Terms and Conditions in accordance with the Law of Georgia "on Personal Data Protection".

17. Supervisory Body:

LEPL Insurance State Supervision Service of Georgia
Address: #3 Abuladze Street, Tbilisi;
Tel.: +995 32 223 44 10